

## APPENDIX DAL

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## APPENDIX DAL (LOCAL DIRECTORY ASSISTANCE LISTINGS)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for which the applicable SBC Communications Inc. (SBC) agrees to license its Directory Assistance Listing (DAL) information to 24-7 Telcom, Inc.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.4 The prices at which **SBC WISCONSIN** agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

### 2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, **SBC WISCONSIN** will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL)).
  - 2.1.1 **SBC WISCONSIN** owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
  - 2.1.2 **SBC WISCONSIN** uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call **SBC WISCONSIN**'s DA to obtain such information.
  - 2.1.3 Inasmuch as **SBC WISCONSIN** provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), **SBC WISCONSIN**'s database also contains directory assistance listing information for other ILEC and CLEC End Users.
  - 2.1.4 CLEC, or its agent, wishes to provide DA service to CLEC's End Users located in the CLEC's service area, and therefore, wishes to load its database with directory assistance listings contained in **SBC WISCONSIN**'s DA database.
  - 2.1.5 **SBC WISCONSIN** agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
    - 2.1.5.1 **SBC WISCONSIN** shall provide directory assistance listing information in a mutually acceptable format.
    - 2.1.5.2 **SBC WISCONSIN** shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, **SBC WISCONSIN** will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 Use of Directory Assistance Listing Information
  - 2.2.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including

any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

2.2.2 Upon termination of the Agreement, CLEC shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by **SBC WISCONSIN**, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.

2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

### 3. ASSIGNMENT

3.1 The directory assistance listings provided by SBC shall remain the property of **SBC WISCONSIN**. CLEC, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

### 4. BREACH OF CONTRACT

4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied. Further should CLEC breach this agreement, it shall immediately cease use of **SBC WISCONSIN**'s directory assistance listing information.

### 5. LIABILITY

5.1 **SBC WISCONSIN** makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. **SBC WISCONSIN** makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.

5.2 CLEC hereby releases **SBC WISCONSIN** from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

- 5.3 CLEC shall indemnify, protect, save harmless and defend **SBC WISCONSIN** (or **SBC WISCONSIN**'s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to this **SBC WISCONSIN** Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC WISCONSIN**, and/or against **SBC WISCONSIN** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in the directory assistance listing information, **SBC WISCONSIN** may, at its option, assume and undertake its own defense, or assist in the defense of CLEC.

## 6. TERM OF APPENDIX

- 6.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve (12) months, whichever occurs later either Party may terminate this Appendix upon one hundred-twenty (120) calendar day's written notice to the other Party.